

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

68-0157 (9-06) - 3091078 - EI

**KASSANDRA L WILLIAMS**

Claimant

**APPEAL NO. 09A-UI-06771-CT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**OSKALOOSA CARE CENTER INC**

Employer

**OC: 08/17/08**

**Claimant: Appellant (2)**

Section 96.5(2)a – Discharge for Misconduct

**STATEMENT OF THE CASE:**

Kassandra Williams filed an appeal from a representative's decision dated April 24, 2009, reference 07, which denied benefits based on her separation from Oskaloosa Care Center, Inc. After due notice was issued, a hearing was held by telephone on May 28, 2009. Ms. Williams participated personally and Exhibits A, B, and C were admitted on her behalf. The employer participated by Tina Steffen, Administrator, and Denise Kitzman, Director of Nursing.

**ISSUE:**

At issue in this matter is whether Ms. Williams was separated from employment for any disqualifying reason.

**FINDINGS OF FACT:**

Having heard the testimony of the witnesses and having reviewed all of the evidence in the record, the administrative law judge finds: Ms. Williams began working for Oskaloosa Care Center, Inc. on June 19, 2008 as a full-time CNA. She sustained broken ribs away from work on July 18 and was unable to work until released on July 28. Because she was still experiencing problems, the employer asked that she see her doctor again. She presented the employer with a doctor's statement dated July 28, 2008 excusing her from work from July 28 until August 18. The statement also indicated she would need to be on light duty when she returned to work after August 18.

Ms. Williams was not eligible to take a leave of absence because of the short duration of her employment. The employer does not provide light-duty work to any employee. On July 29, 2008, the employer discharged Ms. Williams because she was unable to perform her required duties. She was invited to reapply for work once she was completely healed. Ms. Williams has not sought a doctor's release because she decided to go to school instead.

**REASONING AND CONCLUSIONS OF LAW:**

Ms. Williams did not quit her employment with Oskaloosa Care Center, Inc. She was off work for medical reasons beginning July 18, 2008. However, she was discharged before she could

recover from her injury and re-offer her services to the employer. She was released by the employer because she was unable to perform the essential functions of her job. Where an individual is terminated prior to recovering from an illness or injury, she is not required to re-offer her services as provided in Iowa Code section 96.5(1)d.

Because the employer initiated Ms. Williams' separation, it is considered a discharge. An individual who was discharged from employment is disqualified from receiving job insurance benefits if the discharge was for misconduct. Iowa Code section 96.5(2)a. The employer had the burden of proving disqualifying misconduct. Cosper v. Iowa Department of Job Service, 321 N.W.2d 6 (Iowa 1982). It is clear from the record that Ms. Williams' discharge was not prompted by any misconduct on her part. She was prevented from performing her job as a result of injury. Her need to be absent from work was substantiated by her doctor. She did not deliberately or intentionally act in a manner she knew to be contrary to the employer's interests or standards.

The administrative law judge appreciates that the employer was unable to hold Ms. Williams' job open until she recovered. While the employer may have had good cause to discharge her based on the business needs, a good reason for discharge will not necessarily constitute a basis for denying job insurance benefits. For the reasons stated herein, benefits are allowed.

**DECISION:**

The representative's decision dated April 24, 2009, reference 07, is hereby reversed. Ms. Williams was separated from Oskaloosa Care Center, Inc. for no disqualifying reason. Benefits are allowed, provided she is otherwise eligible.

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Carolyn F. Coleman  
Administrative Law Judge

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Decision Dated and Mailed

cfc/css